

SECTION F
DELIVERIES OR PERFORMANCE

F-1. 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 42.1305)

F-2. PERIOD OF PERFORMANCE

Base Period: 01 March 2004 through 28 February 2005
Transition-In 01 March 2004 through 31 August 2004
Audit Review Services 01 September 2004 through 28 February 2005

Option Periods (if exercised):

Option Period 1 01 March 2005 through 28 February 2006
Option Period 2 01 March 2006 through 28 February 2007
Option Period 3 01 March 2007 through 29 February 2008
Option Period 4 01 March 2008 through 28 February 2009

The maximum period of performance of the contract, including all options, is five years.

F-3. TIME OF DELIVERY

The contractor shall submit and/or complete the following items in accordance with Sections C, G, H, and J and the Attachments to this contract:

<u>ITEM</u>	<u>QUANTITY</u>	<u>TIME</u>
<i>Claims Audit Services:</i>		
0001	See Section B	As authorized by delivery orders issued during the initial contract period, 1 September 2004 - 28 February 2005
1001	See Section B	As authorized by delivery orders issued during the first option period, 1 March 2005 - 28 February 2006
2001	See Section B	As authorized by delivery orders issued during the second option period, 1 March 2006 - 28 February 2007
3001	See Section B	As authorized by delivery orders issued during the third option period, 1 March 2007 - 29 February 2008
4001	See Section B	As authorized by delivery orders issued during the fourth option period, 1 March 2008 - 28 February 2009

Data:

0002	1 Lot	In accordance with Section F
1002	1 Lot	In accordance with Section F
2002	1 Lot	In accordance with Section F
3002	1 Lot	In accordance with Section F
4002	1 Lot	In accordance with Section F

Contracting Officer Directed Travel:

0003	1 Lot	As funded by delivery orders, and as further directed, in writing, by the Contracting Officer, during the initial contract period, 1 September 2004 - 28 February 2005
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<u>ITEM</u>	<u>QUANTITY</u>	<u>TIME</u>
1003	1 Lot	As funded by delivery orders, and as further directed, in writing, by the Contracting Officer, during the 1 st Option Period, 1 March 2005 - 28 February 2006
2003	1 Lot	As funded by delivery orders, and as further directed, in writing, by the Contracting Officer, during the 2 nd Option Period, 1 March 2006 - 28 February 2007
3003	1 Lot	As funded by delivery orders, and as further directed, in writing, by the Contracting Officer, during the 3 rd Option Period, 1 March 2007 - 29 February 2008
4003	1 Lot	As funded by delivery orders, and as further directed, in writing, by the Contracting Officer, during the 4 th Option Period, 1 March 2008 - 28 February 2009

Transition (Phase-In and Benchmarking)

0006	1 Lot	In accordance with Section C
0007	1 Lot	In accordance with Section C

Transition (Phase-Out):

0005	1 Lot	As authorized by delivery orders issued upon commencement of a transition/phase-out
1005	1 Lot	As authorized by delivery orders issued upon commencement of a transition/phase-out
2005	1 Lot	As authorized by delivery orders issued upon commencement of a transition/phase-out
3005	1 Lot	As authorized by delivery orders issued upon commencement of a transition/phase-out
4005	1 Lot	As authorized by delivery orders issued upon commencement of a transition/phase-out

F-4. PLACE OF DELIVERY AND PROCEDURES

F-4.1. The contractor shall make delivery under this contract to the location(s) set forth in each delivery order issued.

F-4.2. All certified and overnight mail for TRICARE Management Activity shall be delivered to: TRICARE Management Activity, 16401 E. Centretch Parkway, Aurora, CO 80011-9066. TMA Normal Delivery Hours are 7:30 a.m. to 4:00 p.m. (local time), Monday through Friday, excluding Federal holidays.

F-4.3. All Mail directed to the Contracting Officer shall be addressed to the TRICARE Management Activity, Attention: CMB/Contracting Officer, 16401 E. Centretch Parkway, Aurora, CO 80011-9066.

F-4.4. All Mail directed to the COR shall be addressed to the TRICARE Management Activity, Attention: COO/Contracting Officer's Representative, 16401 E. Centretch Parkway, Aurora, CO 80011-9066.

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F-5. NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates difficulty in complying with the delivery order schedule, the contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative, in writing, giving pertinent details, including the date by which it expects to make delivery; provided, however, that this notification shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F-6. EXTENSIONS

Request for extensions initiated by the contractor of due dates for deliverables under this contract shall be furnished to the COR such that the request is received on or before the 5th working day prior to the due date in question. Requests may be transmitted via electronic methods or telefax. Requests shall be in writing. Requests shall include a detailed explanation of the circumstances justifying the extension, the date by which delivery can occur, and the justification for that date. In reviewing a Request for Extension of Due Date, the COR shall consider whether there were circumstances beyond the foreseeable control of the contractor and TMA that prevents timeliness. Failure to adequately manage workload shall not be an acceptable basis for an extension. The contractor cannot assume an extension will automatically be granted.

F-7. RESERVED

F-8. REPORTS/AUDITS/REVIEWS

F-8.1. The contractor shall provide to the Contracting Officer's Representative (COR) at TRICARE Management Activity (TMA), Claims Operations Office, 16401 East Centretech Parkway, Aurora, CO 80011-9066 the following reports:

F-8.1.1. Quarterly Payment Error Audit for each contract is completed and the report is received by the COR, not later than 60 calendar days from the date of receipt of the audit claims submitted by the MCS, MCSS or TDEFIC contractor.

F-8.1.2. Quarterly Occurrence Error Audit for each contract to be completed and received by the COR, not later than 60 calendar days from the date of receipt of the audit claims submitted by the MCS, MCSS or TDEFIC contractor.

F-8.1.3. Annual Target Health Care Cost Audit for each MCSS contract is completed and the report is received by the COR, not later than 60 calendar days from the date of receipt of the MCSS contractor claims.

F-8.1.4. Written report to the COR on a weekly basis which gives the following information for each region, quarterly and annual target health care cost audits.

- (a) Date Claims Received from MCS, MCSS and TDEFIC Contractor
- (b) Date Audit completed (including error report)
- (c) Date Audit Results Mailed to TMA
- (d) Date Rebuttal Received from MCS, MCSS and TDEFIC Contractor
- (e) Date Rebuttal Response Mailed to TMA
- (f) Date Second Rebuttal Request Received from MCSA, MCSS and TDEFIC Contractor
- (g) Date Second Rebuttal Review Response Mailed to TMA
- (h) Date Analysis of Errors Completed and Mailed to TMA

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F-8.1.5. Weekly Status Report of the Audits and Phase-out activities to TMA beginning on the 30th calendar day following the notice of award by TMA. This shall be conducted in accordance with specifications of the official transition schedule.

F-8.1.6. Frequency and Timing of Reviews. The first MCS, MCSS and TDEFIC contract quarter audited for each MCS, MCSS and TDEFIC contract and annual target health care cost audit shall be reviewed. Following the first MCS, MCSS and TDEFIC contract quarter the reviews will be conducted on an ongoing basis at least every other contract quarter for each MCS, MCSS and TDEFIC contract. All annual target health care cost audits must be reviewed. The reviews must be conducted while the audit is in progress. Results of these reviews and proposed corrective actions must be received by the COR within 10 calendar days following the completion of the review.

F-9. MEETINGS

F-9.1. The contractor shall attend meetings as directed by the Contracting Officer in support of CLINs 0003, 1003, 2003, 3003, and 4003.

F-9.2. The Contracting Officer's directed travel expenses and per diem shall be reimbursed in accordance with the Government's Joint Travel Regulations (see <http://www.dtic.mil/perdiem/>), which establishes per diem rates during the period of travel, and shall be the maximum per diem rate allowed for lodging, meals, and individual expenses that shall be reimbursed under Contracting Officer Directed Travel.

F-9.3. The incoming contractor shall attend a meeting at the outgoing contractor location with TMA between the 5th and 10th calendar days following the notice of award by TMA for the purpose of developing a schedule of phase-out/phase-in activities. TMA shall notify all parties as to the exact date of the meeting.

F-10. REBUTTALS, (ANALYSIS, SCHEDULES AND CLAIMS)

F-10.1. Deliverables shall be delivered to the Contracting Officer's Representative (COR), TMA, Claims Operations Office (COO), 16401 East Centretch Parkway, Aurora, CO 80011-9066.

F-10.2. Establish a schedule to ensure the rebuttal findings are completed and the final report is received by the COR within 30 calendar days from the date of receipt from the MCS, MCSS and TDEFIC contractor.

F-10.3. Establish a schedule to ensure the requests for second rebuttal review findings are completed and the final report is received by the COR within 15 calendar days from the date of receipt from the MCS, MCSS or TDEFIC contractor.

F-10.4. Provide Analysis of Errors. Recurring Occurrence and Payment Errors. The contractor shall provide a written analysis of audit findings to include a discussion of recurring or high dollar errors. The written analysis must be completed and received by the COR within 5 workdays following the completion of the 2nd rebuttal review or within 5 workdays from the notification from the MCS, MCSS, and TDEFIC contractors or TMA that a 2nd rebuttal will not be submitted to the audit contractor.

F-10.5. The Revised Report shall be completed after the 2nd rebuttal by the contractor. The contractor shall ensure all errors removed by TMA, are removed from the HCSR or TED Audit system and the revised report is received by the COR within 5 workdays from the date of receipt of the TMA letter.

F-10.6. All documentation must be held for 90 days following the completion of the TMA review or additional TMA managed care contractor rebuttal reviews. Following the ninety 90 days, all documentation must be microfilmed onto 16

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millimeter film rolls or imaged. Should the contractor choose to use an optical digital data disk system, the guidelines in the TRICARE Operations Manual, Chapter 2, Section 4, must be followed. The microfilm or imaged records shall be mailed to the COR for storage. All documentation pertaining to each audit must be microfilmed or imaged simultaneously on one roll/disk or succeeding rolls/disks. Following notification by TMA, Claims Operations Office, that the microfilm/disks have been received and are acceptable, all documentation shall be destroyed by shredding.

F-10.7. The contractor shall forward legible copies of the selected claims (with supporting documentation) and the HADRs and TADRs to the COR within 7 calendar days of the date of receipt of the claims list.

F-10.8. Rebuttals to TMA findings must be addressed in writing to the COR within 5 workdays from the date of receipt of the TMA report.

F-11. MANAGEMENT CONTROLS

The contractor shall develop a set of auditing guidelines, desk instructions, and reference material for internal use by the contractor. The contractor shall provide to the COR, a set of auditing guidelines, desk instructions, and reference material for internal use by the contractor. The contractor shall provide to the COR, no later than 10 calendar days prior to the start work date of the contract, a set of auditing guidelines, the desk instructions, and reference materials. The contractor shall provide, within 5 days of publication, any changes/updates to the contractors auditing guidelines, desk instructions, and reference materials.

F-12. TRANSITION/PHASE-OUT

F-12.1. A detailed phase-out plan for all of the contractor's remaining audits, staffing level requirements, and other resource needs for each function will be provided by the outgoing contractor at the request of the Contracting Officer. ...

F-12.2. Final Processing. Within 180 calendar days following the expiration date of the contract the outgoing contractor shall complete all audits and rebuttals received during the contract period (through the TMA review and issuance of the final report).

F-13. TRANSITION/PHASE-IN

The detailed phase-in plan is required to be submitted as part of the contractor's proposal and will be discussed during the transition meeting.